

JPA File No.: 06-020
AG Contract No.: KR06-0363TRN
Project No.: TEA-BUL-0 (003)A
Project: Multiuse Pathway
Section: Lakeside Drive
TRACS No.: SL590 01R / 01D / 01C
Budget Source Item No.: Local

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF BULLHEAD CITY

THIS AGREEMENT is entered into this date June 13, 2006, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF BULLHEAD CITY, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. Congress has authorized appropriations for, but not limited to twelve eligible categories of Transportation Enhancement activities.
4. Such Project lies within the boundary of the City and has been selected by the City; the survey of the Project has been completed; and the plans, estimates and specifications have been prepared and as required, submitted to the State and the Federal Highway Administration (FHWA) for its approval.
5. The City, in order to obtain Federal funds for the construction of the project, is willing to provide city funds to match Federal funds in the ratio required or as finally fixed and determined by the City, State and FHWA, including actual construction engineering (CE) and administration costs.
6. The only interest of the State in the project is in the acquisition of Federal funds for the use and benefit of the City by reason of Federal Law and regulations under which funds for the project are authorized to be expended.

NO. 28273
Filed with the Secretary of State
Date Filed: 06-13-06
Janice K. Brewer
Secretary of State
By: [Signature]

7. The work embraced in this Agreement is for the design and construction of a portion of the Colorado River Heritage Greenway Trail. The pathway will be 8-10 feet wide along the east side of Lakeside Drive between Marina Boulevard and Riverview Drive, hereinafter referred to as the "Project". Along the pathway, there will be landscaping, two shade Ramadas with benches, and trash receptacles. The parties agree that the City will design, construct and maintain the Project, in addition to purchasing the new Right-of-Way. The State will be responsible for reimbursing the City an estimated amount of \$15,400.00 for the previously purchased Right-of-Way, as shown on Exhibit "A", attached hereto and made a part hereof. The estimated cost of the Project is as follows:

Design TRACS No. SL590 01D

Estimated 94.3%	\$37,686.99
Estimated 5.7%	\$ 2,278.01
Total Estimated Cost of Design	\$39,965.00

Construction TRACS No. SL590 01C

Estimated Federal-aid Funds @ 94.3%	\$392,981.10
Estimated City Funds @ 5.7%	\$ 23,753.90
*Total Estimated Cost of the Project	\$416,735.00

*(Includes construction, construction engineering administration and incidentals)

Right of Way Purchase (Exhibit A)

Estimated 94.3%	\$ 14,522.20
Estimated 5.7%	\$ 877.80
Total Estimated Cost of Right of Way	\$ 15,400.00

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall:

a. Agree to be the City's authorized agent for the Project and submit a program containing the aforementioned Project to FHWA with the recommendation that it be approved for construction and funding. Should costs exceed the maximum Federal Funds available, it is understood and agreed that the City will be responsible for any overage.

b. Approve the Project if such project construction funds are available by FHWA for construction of the Project. The State and FHWA hereby designates the City to self-administer the Project.

c. Upon execution of this Agreement, make payments to the City up to a maximum not to exceed Federal Aid Funds shown for the direct actual cost of the construction of the Project, plus construction engineering, after receipt and approval of a reimbursement request.

d. Not be obligated to maintain the Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

e. Upon receipt of an invoice from the City, reimburse the City for the estimated cost of \$15,400.00 for the City purchasing the new Right-of-Way.

2. The City shall:

a. With the aid and consent of the FHWA and the State using Arizona Procurement Procedures, proceed to advertise for, receive and open bids, subject to the concurrence of the FHWA and the State. Enter into a contract(s) with a firm(s) to whom the award is made for the construction of the Project. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans, Special Provisions and Standard Specifications at the lowest bid price.

b. Provide personnel to administer and supervise construction. All construction Project change orders are to be copied to the State. The FHWA will participate in the construction administration cost provided by the City up to 15% of the construction cost, construction administration costs not participated in by FHWA shall be borne by the City.

c. Consent to any inspections performed by the State, provide records or audit any books of the City in order for the State to assure itself that the monies on the Project have been spent and the Project completed in accordance with the plans and specifications, status, rules and regulations of the State and Federal Government.

d. Upon execution of this Agreement, invoice the State for the estimated 94.3% Federal aid construction and construction administration costs addressed under this Agreement. The City is entirely responsible for all costs incurred in performing and accomplishing the work as set forth in this Agreement whether covered by Federal funding or not.

e. Upon completion and acceptance of the Project, provide for, at its own cost and as an annual item in its budget, perpetual and proper maintenance. Maintenance will consist of the care and good repair of all project features listed above and the landscaping in accordance with accepted horticultural practices, keeping all areas in good repair, free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed and established at the completion of the Project. The Agreement may be assumed by another governmental entity under the same stipulations.

f. Provide to the State an invoice for the estimated amount of \$15,400.00 (attached) for the City purchasing the new Right-of-Way.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall remain in full force and effect until completion of the work; provided however, that any provisions in this Agreement for electric power, water and maintenance shall be perpetual, unless assumed by another governmental entity.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction project. The City, in regards to the City's relationship with the State only, assumes full responsibility for the design, plans and specifications, reports and the engineering in connection therewith, the construction of the improvements contemplated, cost over-runs and construction claims. The City will require its contractor(s) to name the State and ADOT as an additional insured in the contractor(s) insurance policies. The City will also require its contractor(s) to name the State and ADOT as an additional indemnitee in the City's contracts with its contractor(s). It is understood and agreed that the State's participation is confined to securing Federal aid; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof, shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damages incurred by any of the above and from any other damage to any person or property whatsoever, that is caused by any activity, condition or event arising out of the performance, nonperformance or negligent performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees; the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs and expenses of litigation or attorneys' fees.

3. The cost of construction and construction engineering work covered by this Agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the City agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of Federal Aid received.

4. This Agreement shall become effective upon filing with the Secretary of State.
5. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
6. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.
7. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

City of Bullhead City
Attn: Public Works Director
1255 Marina Blvd
Bullhead City, Arizona 86442
(928) 763-9400
(928) 763-4417

9. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

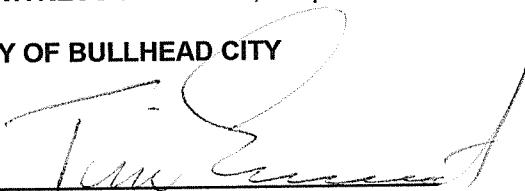
10. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

11. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF BULLHEAD CITY

By


TIM ERNSTER
City Manager

STATE OF ARIZONA

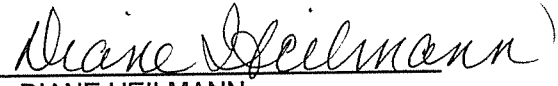
Department of Transportation

By


CYNTHIA MILLS
Joint Project Administrator

ATTEST:

By


DIANE HEILMANN
Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF BULLHEAD CITY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2006.

A handwritten signature in black ink, appearing to read "W. Kent Free", is written over a horizontal line.

City Attorney

EXHIBIT "A"
RIGHT OF WAY SALES RECEIPT

SALES NO: 16-108344

DATE: AUGUST 25, 2005

TOWNSHIP: 20 NORTH

RANGE: 22 WEST

SECTION: 20

COUNTY: MOHAVE

ACRES: 0.93

GRANT: 031

BID PRICE \$ 13,811.00

Appraised Value of the R/W	\$	13,811.00
S&A Fee 3% of Appraised Value of the R/W	\$	414.00
Appraisal Fee	\$	175.00
Reimbursable Estimated Advertising Fee	\$	1,000.00

AMOUNT REQUIRED AT TIME OF AUCTION

(1) Buyer <u>IS</u> the Applicant	\$	14,400.00
(2) Buyer <u>IS NOT</u> the Applicant	\$	15,400.00

AMOUNT REQUIRED AT TIME OF AUCTION TO PAY IN FULL

(1) Buyer <u>IS</u> the Applicant	\$	14,400.00
(2) Buyer <u>IS NOT</u> the Applicant	\$	15,400.00

CASHIER'S CHECK \$ 14,400.00

TOTAL RECEIVED \$ 14,400.00

RECEIVED OF City of Bullhead City

ADDRESS 1255 Marina Blvd

Bullhead City, Az 86442

BY: [Signature]
ARIZONA STATE LAND DEPARTMENT

CASHIER'S CHECK

SERIAL #: 0604907573
ACCOUNT#: 4861-505402

11-24
Office AU # 1210(8)
Purchaser: CITY OF BULLHEAD CITY
Purchaser Account: 7401300210
Operator I.D.: ariz3312 ariz3312

August 24, 2005

TO THE ORDER OF *** ARIZONA STATE LAND DEPARTMENT ***

****\$14,400.00****

Fourteen thousand four hundred dollars and no cents

WELLS FARGO BANK, N.A.
1751 HIGHWAY 95
BULLHEAD CITY, AZ 86442
FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER - IF THIS INSTRUMENT IS LOST,
STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION
AND REISSUANCE. AS A CONDITION TO CANCELLATION AND
REISSUANCE, WELLS FARGO BANK MAY IMPOSE A FEE AND
REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 14,400.00

NON-NEGOTIABLE

Purchaser Copy

FB004 M4203

06049 11-24
Office AU # 1210(8)
Operator I.D.: ariz3312 ariz3312

CASHIER'S CHECK

0604907573

August 24, 2005

PAY TO THE ORDER OF *** ARIZONA STATE LAND DEPARTMENT ***

****\$14,400.00****

Fourteen thousand four hundred dollars and no cents

WELLS FARGO BANK, N.A.
1751 HIGHWAY 95
BULLHEAD CITY, AZ 86442
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 14,400.00

AUTHORIZED SIGNATURE

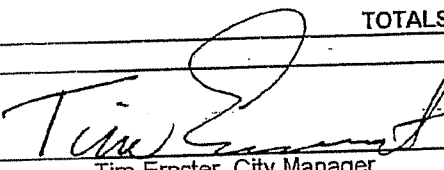
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**ARIZONA DEPARTMENT OF TRANSPORTATION
PROGRESS PAYMENT REPORT**

Report No.		JPA
1		PROGRESS
Item No.		
Project No.	TEA-BUL-0(004)A	Date Ending: December 31, 2005
TRACS No.	000MO BUL SL 590 01R	
Name of Project	Bullhead City Lakeside Drive Multi-Purpose Trail	
Name of Vendor	City of Bullhead City	
REMIT PAYMENT TO:	City of Bullhead City 1255 Marina Blvd. Bullhead City, Az 86442	
Date Started	1-Jan-05	Estimated Completion Date: On Going % Billed % Complete

SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED

Items	DESCRIPTION	Hours	CONTRACT AMOUNT	Previous Accumulative Amount	Current Month 94.30%	Accumulative Amount
1	Acquisition - Arizona State Land Dept		\$14,400	\$ -	\$ 13,579.20	\$ 13,579.20
2	Design					
3	Constr					
TOTALS			\$ 14,400.00	\$0	\$13,579	\$13,579

Submitted By: 	Date: 1-23-06	Total: To:	\$13,579.20
Approved By: _____	Date: _____	Total: Previous: Report:	\$0.00
ADOT Project Manager	Date: _____	Current: Report:	\$13,579.20

11445

INVOICE NO.	DESCRIPTION	CHECK NO.	NET AMOUNT
24/2005 20050824	ROY EASTMAN INSIDE TRAIL BA		14,400.00

V



CITY OF BULLHEAD CITY

ACCOUNTS PAYABLE
1255 MARINA BLVD.
BULLHEAD CITY, AZ 86442-5733
(928) 763-9400

THIS DOCUMENT HAS A COLORED FACE, BLEED THRU, NUMBERING AND A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES INDICATES A COPY.

DATE
8/24/2005

AMOUNT
\$14,400.00

FN 071445
CHECK NO. 71445

AY

FOURTEEN THOUSAND, FOUR HUNDRED DOLLARS AND NO CENTS

CASH

*No Address on File

E
DER

S FARGO BANK, N.A.
PHOENIX, AZ 85003
91-527/1221

[Signature]
[Signature]

VOID AFTER 90 DAYS

071445 122205278 7401300210

RESOLUTION NO. 2004R048

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY
OF BULLHEAD CITY, MOHAVE COUNTY, ARIZONA, AUTHORIZING THE
SUBMITTAL OF A TRANSPORTATION ENHANCEMENT PROGRAM APPLICATION TO
ARIZONA DEPARTMENT OF TRANSPORTATION FOR A PORTION OF THE
COLORADO RIVER HERITAGE GREENWAY TRAIL ALONG LAKESIDE DRIVE

WHEREAS, the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) established a new vision for surface transportation in America bring the nation's surface transportation system into the 21st century; and

WHEREAS, The reauthorization of ISTEA, the largest public works legislation in U.S. history, named the Transportation Equity Act for the 21st Century (TEA-21) continued and expanded the work begun with ISTEA; and

WHEREAS, Arizona Department of Transportation (ADOT) administers the Federal Highways Administration (FHWA) funded program within Arizona; and

WHEREAS, the TEA-21 program funds facilities for pedestrians and bicycles ;
and

WHEREAS, the City of Bullhead City's General Plan adopted June 18th, 2002 established a goal to provide a north-south non-motorized link through the community called the Colorado River Heritage Greenway Trail; and

WHEREAS, the City of Bullhead City formally accepted the Colorado River Heritage Greenway Trail Master Plan as the official guideline on how the Colorado River Heritage Greenway Trail features should be developed and accepted the trail master plan on October 21, 2003; and

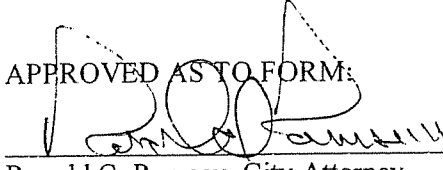
WHEREAS, the City of Bullhead City desires to provide a trail connection from Ken Fovargue Park to Rotary Park,

NOW THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Bullhead City, Arizona hereby;

1. Authorizes the submittal of a Transportation Enhancement Program (TEA-21) application to the Arizona Department of Transportation for funding for the purchase of State Lands right of way and trail construction, and
2. Certifies that the City of Bullhead City will provide the required matching funds of \$83,304, including the \$5,000 administrative fee to ADOT.
3. Authorizes the City Manager, or his designee, to sign the resulting documents.

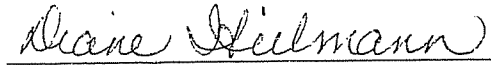
PASSED AND ADOPTED by the Mayor and City Council of the City of Bullhead City, Arizona, this 3rd day of August, 2004.

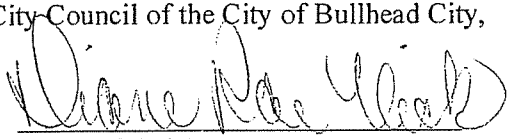
APPROVED AS TO FORM:


Ronald C. Ramsey, City Attorney

7/13/04

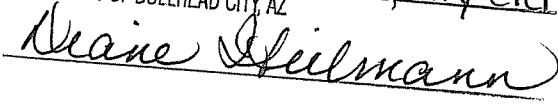
ATTEST:



Diane Heilmann, City Clerk



Diane Vick, Mayor

Date: 8/3/04

CERTIFICATION
THE FOREGOING INSTRUMENT IS A FULL, TRUE AND CORRECT COPY
OF THE RECORD ON FILE IN THIS OFFICE.
DATED: May 19 2006
ATTEST: Diane Heilmann, City Clerk
OF THE CITY OF BULLHEAD CITY, AZ


<p>TERRY GODDARD Attorney General</p>	<p> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR06-0363TRN (**JPA 06-020**), an Agreement between public agencies, i.e., The State of Arizona and The City of Bullhead City, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: June 1, 2006

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:963172
Attachment